

EXHIBIT B

RIVERSTONE



A FAIRFAX COMPANY

6796

August 14, 2017

D'Amato & Lynch, LLP
Two World Financial Center
225 Liberty Street
New York, NY 10281
Attn: Robert D. Lang

Re: **Engagement Agreement**

Dear Mr. Lang:

This is to confirm that effective August 14, 2017 ("Effective Date"), RiverStone Claims Management, LLC ("RiverStone"), appoints D'Amato & Lynch, LLP as national coordinating counsel ("NCC") to represent policyholders under certain insurance policies as further described below. This engagement and retainer agreement ("Engagement Agreement") contains the terms governing this engagement ("Engagement").

I. DEFINITIONS

Actuarial Central Estimate. "Actuarial Central Estimate" means the periodic determination by RiverStone, in its sole discretion, of the performance of the Portfolio.

ALAE. "ALAE" means allocated loss adjustment expenses, which and for the purposes of this Agreement, means all costs and expenses allocable to a specific Claim that are incurred in the investigation, appraisal, adjustment, settlement, litigation, defense or appeal of a specific Claim, including court costs and costs of supersedeas and appeal bonds, and including: (a) pre-judgment interest, unless included as part of the award or judgment; (b) post-judgment interest; (c) legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto. ALAE does not include internal salaries or other overhead of the Carrier, RiverStone or their affiliates.

Carrier. "Carrier" means First Mercury Insurance Company and any other issuing company reinsured by First Mercury Insurance Company.

Claim. "Claim" means a claim alleged to be covered under a Policy, including certain claims thereunder that are currently pending, are reopened at any time, or arise in the future.

Co-carrier. "Co-carrier" has the meaning given in the Co-carrier Contribution and Additional Insured Clause (Section V.G(2)).

Compensation. "Compensation" has the meaning given in the Fee Clause (Section V).

Final Closing Assessment. "Final Closing Assessment" has the meaning given in the Supplemental Variable Fee When No Additional Covered Claims Expected Clause (Section V.F herein)

Fixed Fee Matrix. "Fee Matrix" has the meaning given to it in the Fixed ALAE Fees -- Quarterly Through September 30, 2023 Clause (Section V.B herein) and attached hereto as Exhibit D.

Future Estimated Indemnity Payments. "Future Estimated Indemnity Payments" means the actuarially determined estimate of future Indemnity Payments from August 23, 2017 to closure of the

final Claim.

Incremental Variable Fee Percent. "Incremental Variable Fee Percent" has the meaning given to it in Variable Fees After September 30, 2023 Clause (Section V.C herein).

Indemnity Payment. "Indemnity Payment" means a payment made on behalf of an Insured to a third party claiming damages from the Insured.

Linear Interpolation. "Linear Interpolation" means a simple method of interpolation that assumes a straight line (linear) relationship between the known points; it essentially means averaging the two rates over the interpolation period.

Loss Scenario. "Loss Scenario" has the meaning given to it in Quarterly ALAE Payment to Withhold Clause (Section V.C herein).

NCC ALAE. "NCC ALAE" has the meaning given to it in Assignment of Claims Clause (Section III.A herein).

Negative or Positive. "Negative" or "Positive" means more or less than the Original Projection Actuarial Central Estimate. When calculations result in estimates being less than the Original Projection it will be described as "Positive". If the calculations result in estimates being more than the Original Projection it will be described as "Negative".

Operative Date. "Operative Date" has the meaning given in the Assignment of Claims Clause (Section III.A herein).

Original Projection. "Original Projection" has the meaning given to it in Variable Fees After September 30, 2023 Clause (Section V.C herein).

Policy or Policies. "Policy" means an insurance policy issued by Carrier alleged to provide coverage for a Claim; the schedule of relevant policies issued by Carrier includes but not limited to the policies identified in the policy register attached hereto as Exhibit C.

Portfolio. "Portfolio" means that certain portfolio of insurance policies as identified as part of Exhibit C.

Quarterly ALAE Fees. "Quarterly ALAE Fees" means the expected full amount of ALAE fees to be paid in the calendar quarter following the Actuarial Central Estimate and shall not take into consideration any Quarterly ALAE Payment to Withhold as adjustments under a Loss Scenario.

Quarterly ALAE Payment to Withhold. "Quarterly ALAE Payment to Withhold" means the offsetting adjustments to the Quarterly ALAE Fees in order to adjust NCC's compensation to provide for NCC's notional alignment with experience under the Portfolio, as further described in the Variable Fees After September 30, 2023 Clause (Section V.C herein).

Quarterly Supplemental Variable Fee Payment. "Quarterly Supplemental Variable Fee Payment" has the meaning given to it in Variable Fees After September 30, 2023 Clause (Section V.C herein).

Quarterly Fixed Fees. "Quarterly Fixed Fees" has the meaning given to it in Fixed ALAE Fees -- Quarterly Through September 30, 2023 Clause (Section V.B herein).

Quarterly Payment Total. "Quarterly Payment Total" means the expected full amount of ALAE fees to be paid in the calendar year following the Actuarial Central Estimate and shall not take into consideration any Quarterly ALAE Payment to Withhold as adjustments under a Loss Scenario.

Quarterly Variable Fees. "Quarterly Variable Fees" has the meaning given to it in Variable Fees After September 30, 2023 Clause (Section V.C herein).

Significant Change. "Significant Change" is defined as any event that could result in any change in the monetary value of the Claim including, but not limited to, an important court decision, newly discovered evidence, specific testimony by a key witness, or any other important development.

Sufficient Resources. "Sufficient resources" means enough resources to meet the needs and purpose of this Engagement Agreement including adequate representation of Insured(s).

Total Projected Remaining Variable Fee. "Total Projected Remaining Variable Fee" has the meaning given to it in Variable Fees After September 30, 2023 Clause (Section V.C herein).

True-Up Payment of ALAE Withheld. "True-Up Payment of ALAE Withheld" has the meaning given to it in Annual True-Up Payments Clause (Section V.D herein).

True-Up Payment of Supplemental Variable Fee. "True-Up Payment of Supplemental Variable Fee" has the meaning given to it in Annual True-Up Payments Clause (Section V.D herein).

Variable Fee Matrix. "Variable Fee Matrix" has the meaning given to it in Variable Fees After September 30, 2023 Clause (Section V.C herein) and attached hereto as Exhibit F.

II. TEAM

NCC shall provide the team of supervising lawyers ("NCC Team") listed on Exhibit A attached. Subject to approval of RiverStone, which approval shall not be unreasonably withheld, NCC may add or remove lawyers from the NCC Team, provided the modified NCC Team has at all times sufficient resources to effectively perform the Engagement. "Sufficient resources" means enough resources to meet the needs and purpose of this Engagement Agreement including adequate representation of Insured(s). Apart from the NCC Team, NCC has the sole and exclusive right to use its support staff, i.e. non-lawyer employees, in the handling of cases as it sees fit in its discretion, subject to controlling legal and ethical requirements.

III. SCOPE OF ENGAGEMENT

A. Assignment of Claims

RiverStone, at its sole discretion, will assign certain Claims as further described below to NCC under the Engagement starting on August 23, 2017 ("Operative Date"). The maximum number of Claims that RiverStone may assign is unlimited, and may include all Claims subject to coverage under the Policies. The parties anticipate that on the Operative Date, RiverStone will assign every open Claim that is listed on the schedule attached hereto as Exhibit B where, in RiverStone's opinion, NCC assistance is desirable, and that NCC will be responsible for payment of all NCC ALAE on those cases from the Operative Date forward. On the Operative Date and thereafter, NCC shall be responsible for the NCC ALAE, including NCC ALAE for work and time incurred by current counsel after the Operative Date. Claims on Exhibit B where RiverStone does not believe assistance of NCC is desirable as of the Effective Date may also be assigned at any time on or after the Operative Date. Except for Claims that have never been or never were assigned to NCC, NCC shall be responsible for all ALAE related to the Engagement (as further defined in Section V.E and referred to as "NCC ALAE"). NCC shall not be responsible for ALAE associated with the Insured under the Policy exercising any legal right to engage independent counsel, specifically called CUMIS counsel, which shall only occur when

the defense provided to the Insured is subject to Carrier asserting a reservation of rights.

Concurrent with this assignment, and prior to the Operative Date, RiverStone will notify current defense counsel for the Insureds that NCC will be taking over the handling of the cases and that they are not to incur further attorneys' fees and costs from that point forward, subject to ethical and professional rules. RiverStone will assist NCC in obtaining associations of counsel and/or substitutions of counsel where appropriate from current counsel, and provide authorizations and other documents which are needed to effectuate the transfer of files to the control of NCC.

NCC shall pay out of its compensation as provided in Section V below all expenses defined therein as NCC ALAE, including all expenses of alternative counsel in those cases where NCC identifies a conflict. As used in this Section III, "conflict" shall include, without limitation, instances where NCC is unable to undertake a representation of an Insured under a Policy due to existing adversity to the Insured or existing representation of a person adverse to the Insured; irrespective of whether a conflict first arises on or after the Operative Date. In the event that a conflict exists, NCC shall choose an appropriate law firm and proceed to assign and pay all NCC ALAE to the assigned firm. RiverStone's and NCC's mutual goal is to transfer files to NCC and for NCC to accept the handling of the files as soon as possible so that NCC can take control and move cases towards resolution as soon as possible.

If an Insured refuses to allow NCC to associate or substitute into an action, or otherwise refuses to allow NCC to assume its defense, NCC will not be responsible for continued ALAE incurred by existing defense counsel. Instead, RiverStone may undertake the coverage actions necessary to resolve the Insured's failure to cooperate. If, after taking reasonable and timely steps to resolve the Insured's failure to cooperate, RiverStone is unable or determines it economically infeasible to associate or substitute NCC into an action, NCC's quarterly fee, as outlined in Exhibits D and F, will be reduced by \$1,000 per action for every month that the Insured's cooperation remains unresolved, up to a maximum of \$24,000 per action.

In the event that current counsel attempts to contact RiverStone for expense authorization directly, RiverStone will refer current counsel to NCC.

NCC agrees that it shall provide all services required under this Engagement Agreement until such time as either there is a valid termination pursuant to this Engagement Agreement or until the Final Resolution Date as defined in Section V.F below. NCC further agrees that NCC's sole compensation for providing services required pursuant to this Engagement Agreement is specified in this Engagement Agreement and NCC shall be entitled to compensation only as provided in this Engagement Agreement, the adequacy of which NCC hereby affirms. NCC further agrees that it shall have no entitlement to any Final Closing Assessment payment, if any, pursuant to Section V.

B. Claims

The Claims that RiverStone may assign are Claims arising in jurisdictions within the United States where RiverStone determines that the alleged Insured is or may be owed a defense and/or indemnity under the Policies or that involvement in the defense of the Insured is desirable. To the extent RiverStone believes that it is desirable to engage NCC pursuant to this Engagement Agreement, including Claims with an un-waivable conflict, RiverStone shall assign to NCC any or all of the Claims pending as of the Operative Date where RiverStone determines that the alleged Insured is or may be owed a defense and/or indemnity under the Policies or that involvement in the defense of the Insured is or may be desirable. NCC shall take all action necessary to ensure an expeditious and orderly take-over of pending Claims from current counsel, or establish a local counsel relationship with current counsel, and shall not allow the interests of any Insured under the Policies to be compromised during such transition period.

RiverStone will assign Claims reported or reopened on or after the Operative Date within fifteen (15) days of its determination whether to defend the Claim on behalf of an Insured.

C. Legal Services

NCC does not represent Carrier or RiverStone. NCC's defense obligation is to its assigned Insured or Policyholder, unless representation of the Carrier is required due to the corporate status of the Insured; for example, bankruptcy.

1. NCC shall provide all legal services to perform the Engagement, including, without limitation:
 - a. subject to approval of RiverStone, which shall not be unreasonably withheld, retaining local counsel at NCC's expense, manage and assist local counsel handling the Claims, and handle directly Claims not assigned to local counsel, unless a conflict of interest or ethical concern exists which NCC reasonably believes cannot be waived excludes NCC from involvement;
 - b. paying all NCC ALAE associated with the Claims assigned to NCC unless specifically excluded in this Engagement Agreement;
 - c. formulating individual defense strategies, and strategies for groups or types of Claims on behalf of Insureds;
 - d. providing advice to RiverStone on settlement posture and representing Insureds in all aspects of the Claims;
 - e. updating RiverStone on significant legal developments and their possible effect on Insureds under the Policies; and
 - f. ensuring a consistent approach to the defense of Claims such that Insureds overall will benefit.

D. RiverStone

NCC shall maintain effective communications with RiverStone. RiverStone or its TPA shall provide advice and counsel to NCC concerning procedures and processes to help ensure the most cost-effective resolution of the Claims as is practicable and, as requested by NCC, assist NCC in fee negotiations with local counsel.

E. Quarterly Meetings

Upon request, NCC shall make the primary attorneys on the NCC Team available for quarterly meetings with RiverStone and, if necessary its TPA, and shall discuss particulars regarding the defense of any Claims; it being understood that the Insured and the parties to this Engagement Agreement share a common interest in a reasonable outcome and that the expertise of RiverStone will be useful in achieving a reasonable result on behalf of the Insured. Primary attorneys on the NCC Team shall be identified on Exhibit A with an asterisk next to their name.

F. Relationship with RiverStone's Claims Department

1. NCC will work closely with RiverStone's Claims Department to assure appropriate Claims handling.

2. Settlements of Claims must be pre- approved by RiverStone and memorialized in writing. RiverStone, on behalf of Carrier, retains ultimate authority for all Claims, and RiverStone may upon notice to NCC, withdraw all authority for any particular Claim.
3. RiverStone reserves the right to engage one or more third party claim administrators, or appoint another designee (individually or collectively "TPA") to fulfill some or all of RiverStone's Claims adjustment functions, including monitoring all aspects of the matters covered in this Engagement Agreement.
4. NCC shall maintain an internal record of time the NCC Team spends working on each Claim ("Billable Hours") and of NCC ALAE by item paid and amount. Upon request, within a reasonable amount of time, NCC shall provide RiverStone with a copy of its Billable Hours on any particular Claim.

G. Reports

- a. Within 45 days after receiving a Claim assignment, NCC shall complete a claim report ("Claim Report"). The Claim Report will include, but not be limited to, the maximum amount NCC believes should be paid to settle the Claim prior to trial. For an assigned Claim expected to be resolved less than 45 days after assignment, NCC shall complete the Claim Report prior to resolution or closure. NCC shall provide an updated Claim Report for each open Claim at least every 90 days, or upon a Significant Change in the status of the Claim, particularly any change affecting the settlement value ("SV"). "Significant Change" is defined as any event that could result in any change in the monetary value of the Claim including, but not limited to, an important court decision, newly discovered evidence, specific testimony by a key witness, or any other important development. The form of the Claim Report may be modified from time to time at RiverStone's discretion. NCC shall provide any other report necessary for Carrier or RiverStone to meet regulatory or other legal requirements in whatever format is necessary. NCC agrees, subject to ethical rules, to assist Carrier or RiverStone with any required response to any regulatory complaint, inquiry or other matter.

NCC shall send the following documents to RiverStone, to the extent they exist, as soon as reasonably available:

- a) Homeowner's matrix;
- b) Plaintiff's Complaint or Cross-Complaint against the Policyholder;
- c) Policyholder's Answer to the Complaint;
- d) Contract(s) between Policyholder and all other parties;
- e) Tender letters to co-carriers;
- f) Settlement release;
- g) Court dismissals;
- h) Expert reports and/or estimates; and
- i) Other litigation documents, as requested.

In addition to the Claim Report, NCC shall keep RiverStone or its TPA informed of the status of Claims through timely monthly reporting as required by RiverStone.

IV. CLAIM WITHDRAWALS

A. Conflicts of Interest

If a conflict of interest exists or otherwise arises with respect to an assigned Claim, or if an

Insured under the Policy asserts the right to independent counsel (including but not limited to CUMIS counsel), NCC shall notify RiverStone immediately. If the conflict is actual or potential and after reasonable efforts cannot be waived, NCC shall reassign such Claim to a law firm, after receiving approval from RiverStone, which shall not be unreasonably withheld. For the avoidance of any doubt, after the Operative Date, NCC shall be responsible for all ALAE, including ALAE associated with the law firm assigned due to an actual or potential conflict, with the lone exception being CUMIS counsel.

B. Withdrawal at Discretion of Carrier or RiverStone

At any time and from time to time, and at sole discretion of RiverStone, on behalf of Carrier, RiverStone may withdraw one or more assigned Claims. NCC shall not be responsible for any ALAE for any claims withdrawn by RiverStone from the date of such withdrawal.

C. Transition of Withdrawn Claims

NCC shall take all action necessary to ensure an expeditious and orderly transfer of withdrawn Claims to new counsel, and shall not allow the interests of any Insured under the Policies to be compromised during such transition period.

V. FEES AND EXPENSES

The parties understand and agree that compensation of NCC under this Engagement Agreement is notionally related to the experience of Carrier under the Portfolio in the expectation that NCC will thereby experience material incentives to provide a vigorous defense to Insureds under the Policies in an alignment of interests among Insureds, RiverStone on behalf of Carrier and NCC. Nothing herein, however, makes NCC an obligor under, or a third party beneficiary of, the Portfolio. The entire compensation and reimbursement of NCC is as set forth in this Section V. NCC shall not be entitled to seek further compensation or reimbursement under any other principle of law or equity. NCC's compensation shall consist of fixed and variable components ("Compensation") subject to specified offsets, as follows:

A. Fixed ALAE Fees -- Closing Payment

Within ten (10) days of the Effective Date, RiverStone shall pay NCC a lump sum payment of \$500,000.

B. Fixed ALAE Fees -- Quarterly Through September 30, 2023

On the last day of each successive calendar quarter after September 30, 2017 during the Engagement, Carrier shall pay NCC as delineated in the Fee Matrix attached hereto as Exhibit D and incorporated by reference ("Quarterly Fixed Fees"), subject to adjustment for Contributions (as defined and outlined in the Co-carrier Contribution and Additional Insured Clause (Section V.G(2))).

C. Variable Fees After September 30, 2023

1. **Quarterly Variable Fees.** Commencing December 31, 2023, and annually thereafter through the final termination of this Engagement Agreement, RiverStone shall complete an Actuarial Central Estimate and calculate a Quarterly Variable Fee using the formulas set forth in this Section V.C. As of the Effective Date, the parties hereby accept the Effective Date actuarial estimates and the actuarial projection for future Indemnity Payments, each as set forth in Exhibit E attached hereto (the "Original Projection"). NCC hereby acknowledges and agrees that it shall have no right to

dispute RiverStone's determinations in any Actuarial Central Estimate.

Based on the results of the Actuarial Central Estimate the following shall apply for quarterly expense and/or loss payments for the 12 month period beginning December 31 of the year in which the Actuarial Central Estimate is updated:

Quarterly Variable ALAE Fees.

Quarterly Variable ALAE Fees beginning December 31, 2023 are delineated in the Variable Fee Matrix attached hereto as Exhibit F and incorporated by reference.

For each quarter, the Quarterly Variable ALAE Fee shall be calculated as follows:

- a. Total Projected Remaining Variable Fee * Incremental Variable Fee Percent.
- b. The Total Projected Remaining Variable Fee amount will be calculated based upon the structure set forth in Exhibit G, with Linear Interpolation to determine the Total Projected Remaining Variable Fee amount between values shown in the Exhibit
Total Projected Remaining Variable Fee = \$800,000 – Quarterly ALAE Payments to Withhold
- c. The Incremental Variable Fee Percent to be used in calculating the Quarterly Variable ALAE Fee is delineated in the Variable Fee Matrix attached hereto as Exhibit F.

Quarterly ALAE Payments to Withhold.

If the Actuarial Central Estimate results in an estimate of Future Estimated Indemnity Payments exceeding the Future Estimated Indemnity Payments per the Original Projection, a loss scenario shall occur ("Loss Scenario"). Under a Loss Scenario, NCC's ALAE fees will be reduced by Quarterly ALAE Payments to Withhold; provided, however, in any Loss Scenario(s), NCC shall not be responsible for more than a total combined aggregate fee adjustment of \$800,000.

The Quarterly ALAE Payments to Withhold, if any, will be applied at the end of each annual calendar quarter, beginning September 30, 2023. For example, if the above calculation based upon data at September 30, 2023, results in Quarterly ALAE Payments to Withhold, such amounts shall be applied for the next calendar quarter beginning December 31, 2023. The Quarterly ALAE Payments to Withhold will be recalculated annually in conjunction with the Actuarial Central Estimate.

2. **Quarterly Supplemental Variable Fee Payments.** Each year, beginning December 31, 2023, RiverStone will calculate and pay to NCC a Quarterly Supplemental Variable Fee Payment, based upon a Total Projected Supplemental Variable Fee, if the Actuarial Central Estimate results in Future Estimated Indemnity Payments less than the Future Estimated Indemnity Payments per the Original Projection. The Total Projected Supplemental Variable Fee amount will be calculated based upon the structure set forth in Exhibit G, with Linear Interpolation to determine the Total Projected Supplemental Variable Fee amount between values shown in the Exhibit; provided, however, the Total Projected Supplemental Variable Fee does not exceed \$800,000.

For each quarter, the Quarterly Supplemental Variable Fee Payment shall be calculated as follows:

- a. Quarterly Supplemental Variable Fee Payment = Total Projected Supplemental Variable Fee * Incremental Supplemental Variable Fee Percent.
- b. The Incremental Supplemental Variable Fee Percent to be used in calculating

the Quarterly Supplemental Variable Fee Payment is delineated in the Variable Fee Matrix attached hereto as Exhibit F.

The Quarterly Supplemental Variable Fee Payments, if any, will be made at the end of each annual calendar quarter, beginning September 30, 2023. For example, if the above calculation based upon data at September 30, 2023, results in Quarterly Supplemental Variable Fee Payments, such payments shall be paid for the next calendar quarter beginning December 31, 2023. The Quarterly Supplemental Variable Fee Payments will be recalculated annually in conjunction with the Actuarial Central Estimate.

3. **Recoupment.** To the extent any Actuarial Central Estimate results in a Negative payment to NCC, NCC shall be required to compensate RiverStone for the shortfall. RiverStone shall be entitled, at its sole election, to offset the shortfall by withholding future payments, if any, due NCC in a total amount no greater than the shortfall. If offset is insufficient to compensate RiverStone for the full amount of the shortfall, NCC shall pay any undisputed amount to RiverStone within thirty (30) days of demand. If NCC fails to satisfy a demand for payment delivered by RiverStone, RiverStone shall possess, at its sole discretion, all legal remedies to enforce payment of the shortfall as damages for breach of Engagement Agreement.

D. Annual True-Up Payments

Commencing September 30, 2023, and annually thereafter through the final termination of this Engagement Agreement, RiverStone shall complete an Actuarial Central Estimate and calculate true-up payments described below, which may be a Positive or Negative amount.

True-Up Payment of ALAE Withheld.

The annual True-Up Payment of ALAE Withheld, if any, is intended to either pay NCC, or reimburse RiverStone, for amounts of Quarterly ALAE Payments to Withhold that NCC would have had withheld if the most recent Actuarial Central Estimate had been used beginning September 30, 2023. In the event of a Negative True-Up Payment of ALAE Withheld, NCC will be required to compensate RiverStone for the amount. In the event of a Positive True-Up Payment of ALAE Withheld, RiverStone will be required to compensate NCC for the amount. The True-Up Payment of ALAE Withheld is to be made at a date no later than 12/31 of each calendar year.

True-Up Payment of Supplemental Variable Fee.

The annual True-Up Payment of Supplemental Variable Fee, if any, is intended to either pay NCC, or reimburse RiverStone, for amounts NCC should have received if the most recent Actuarial Central Estimate had been used beginning September 30, 2023. In the event of a Negative True-Up Supplemental Variable Fee Payment, NCC will be required to compensate RiverStone for the Negative amount. In no circumstance will NCC be required to compensate RiverStone for an amount greater than the Supplemental Variable Fee Payments made to date. In the event of a Positive True-Up Supplemental Variable Fee Payment, RiverStone will be required to compensate NCC for the amount. The True-Up Payment of Supplemental Variable Fee, if any, is to be made at a date no later than December 31 of each annual calendar year.

E. Expenses

NCC shall bear and pay NCC ALAE and shall not submit any NCC ALAE for reimbursement. The following shall not be considered NCC ALAE:

1. Indemnity Payments;
2. Any ALAE actually incurred prior to the Operative Date;
3. RiverStone's costs and expenses in performing its responsibilities under the Engagement;
4. Cost of Supersedeas and Appeal bonds;
5. Monetary fines and sanctions assessed against Carrier, Insured or RiverStone unless due to the acts or omissions of NCC;
6. The costs associated with adjusting the file by RiverStone personnel and/or Third Party Administrators;
7. Pre-judgment interest;
8. Post-judgment interest;
9. Costs of coverage counsel and any coverage litigation including the cost of CUMIS counsel in the United States; and
10. Fees and costs incurred in the defense of Claims outside the scope of this Engagement, but only if such fees and costs are incurred after written permission from RiverStone acknowledging that such fees and costs are outside the scope of this Engagement Agreement.

If NCC fails to pay NCC ALAE owed to any third party, RiverStone reserves the right to pay such party directly. NCC shall be given thirty (30) days notice prior to any payment by RiverStone to a third party. NCC shall be given an opportunity to resolve any outstanding NCC ALAE to any third parties prior to payment by RiverStone. To the extent RiverStone compensates any third party for NCC ALAE, NCC shall be required to reimburse RiverStone for the payment. RiverStone, at its sole election, shall be entitled to reimbursement by withholding future payments, if any, due NCC in an amount no greater than the amount paid to the third party by RiverStone. If offset is insufficient to compensate RiverStone for the full amount, NCC shall pay any undisputed amount to RiverStone within thirty (30) of written demand. If NCC fails to satisfy a demand for payment delivered by RiverStone, RiverStone shall possess, at its sole discretion, all legal remedies to enforce payment as damages for breach of contract.

F. Supplemental Variable Fee When No Additional Covered Claims Expected.

No earlier than September 30, 2023, and at least six months after the last Claim has been closed and no payments have been made on any Claim for the same (or additional) six months,

1. if this Engagement Agreement has not been terminated by RiverStone pursuant to VI(A)(2) below before such time; and
2. this Engagement Agreement has not been terminated by NCC pursuant to Section VI.B below; then

RiverStone shall calculate a final Actuarial Central Estimate, consistent with the Actuarial Central Estimates set forth in Section V.C. above. The results of the Actuarial Central Estimate shall be considered a Final Closing Assessment ("Final Closing Assessment"). If RiverStone pays a Final Closing Assessment payment, then RiverStone shall no longer owe any additional payments to NCC, including not owing any additional payments that would or could be due under Section V.C. Furthermore, after receipt of Final Closing Assessment payment, NCC shall continue to perform its duties under this Engagement (the "Services") on any Claim during the run-off period of the Portfolio ("Run-off Period"). The Services during the Run-off Period shall include the Services as to Portfolio through its natural expiration according to the terms of the Portfolio and all Claims being settled.

G. Additional Provisions

1. In the event of recovery of costs or indemnity from a third party, such funds will revert to the Carrier to be included in the ultimate results for the Portfolio.
2. Co-Carriers and Additional Insureds
 - a. If the Claim is subject to actual or alleged coverage by a third-party carrier ("Co-carrier"), and RiverStone and NCC obtain contribution from the Co-carrier as to the Claim ("Co-Carrier Contribution"), the Compensation payable in the quarter following receipt of the Co-Carrier Contribution shall be reduced by Fifty Percent (50%) of the legal fees of NCC billed as to the Co-Carrier Contribution. NCC shall afford to RiverStone access to the invoices of NCC as to the Co-Carrier Contribution, such invoices redacted as applicable for purposes of privilege of the Co-Carrier.
 - b. To the extent NCC obtains ALAE from an additional insured and/or contractual defendant ("AI Cost"), the Compensation payable in the quarter following receipt of the AI Cost shall be reduced by Fifty Percent (50%) of the legal fees of NCC billed as to the AI Cost.
3. Allocation of Economic Responsibility for Contractual Indemnity in Respect of Extra-Contractual Obligations and Loss in Excess of Policy Limits

To the extent a situation arises in which the Carrier (whether individually or through RiverStone or RiverStone affiliate or contractor including NCC) or NCC (collectively for purposes of this Section V.G(3) only referred to as "ECO/XPL Parties") are held responsible to any third party, including a claimant, for Extra Contractual Obligations ("ECO") or Loss in Excess of Policy Limits ("XPL"), then as between Carrier on the one part, and NCC on the other part, the economic consequences to any third party for such ECO or XPL are to hereby be allocated between the ECO/XPL Parties based upon whose actions are determined to be primarily responsible for giving rise to such obligation. Any dispute over such determination shall be resolved pursuant to Section VII.F below. RiverStone may offset any amounts payable from NCC to Carrier hereunder by withholding future payments, if any, due NCC in an amount no greater than the amount owed by NCC. If offset is insufficient to compensate Carrier for the full amount, NCC shall pay any amount in dispute to Carrier within thirty (30) days of written demand. If NCC fails to satisfy a demand for payment delivered by Carrier (either directly or through RiverStone), Carrier shall possess, at its sole discretion, all legal remedies to enforce payment of the shortfall as damages for breach of this Section V.G(3).

VI. TERMINATION

A. By RiverStone

1. RiverStone, if not reasonably satisfied with NCC's performance hereunder, may terminate this Engagement by providing written notice to NCC. Upon such discretionary termination by RiverStone, under this paragraph VI(A)(1) only, NCC shall not be entitled to any further payments as set forth in Section V, except that upon the Final Closing Assessment contemplated in Paragraph F of Section V, above, NCC shall be entitled to its pro-rata share of its Fees and Expenses as set forth in Section V, exclusive of post-termination ALAE. The pro-rata share, for purposes of this paragraph, will be determined by the percentage of paid indemnity from Effective Date through termination of this Engagement compared to the total indemnity paid upon finality of all claims. For illustrative purposes only, if at the time of termination under this paragraph, indemnity payments of \$4,000 have been made against expected total indemnity payments of \$8,500, then NCC's pro rata

share of the fees and expenses at the Final Closing Assessment would be 47% (or \$4,000/\$8,500) of what NCC would have been entitled to if this Engagement had not been terminated under this paragraph.

2. In the event of material breach of this Engagement Agreement by NCC, RiverStone may terminate this agreement upon written notice. NCC shall have thirty (30) days from the date of delivery to cure the alleged breach. If RiverStone determines in good faith that the reason for the termination has not been cured, NCC is not entitled to any further payments as set forth in Section V.

For purposes of VI(A)(2), "material breach" shall include, but shall not be limited to, the failure of NCC to provide all the services required under this Engagement Agreement in an ethical and competent manner, the failure to adhere to instructions regarding settlement authority, failure to provide timely and proper reports as required, negligent action of NCC that leads to the imposition of fines and/or penalties and/or damages for bad faith, improper identification of conflicts, and failure to secure conflict waiver if possible and ethical.

3. The parties agree that this Engagement Agreement may be terminated at any time at the direction of any governmental authority.

B. By NCC

NCC can terminate this Engagement Agreement for material breach of this Engagement Agreement after RiverStone's failure to cure the breach within thirty (30) days after receiving notice of such material breach.

Upon such termination by NCC, RiverStone shall pay NCC, within 30 days of notice of termination, all undisputed amounts due and payable under this Engagement as of the termination date.

VII. MISCELLANEOUS

A. Notices

Any notices or instructions required or desired to be given under this Engagement Agreement must be in writing and personally served, given by overnight express delivery, or given by mail. E-mail or telecopy notices are preferred to enhance timeliness, but will be deemed valid only to the extent (a) actually received by the individual addressed, and (b) followed by delivery of actual notice in the manner described above within three (3) business days thereafter, or acknowledged by telecopy or email by the addressee. Any notice given by mail must be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other addresses the party may from time to time direct in writing:

If to RiverStone:
RiverStone Resources LLC
Suite 5000
250 Commercial Street
Manchester, NH 03101
Attn: Robert J. Sampson, Executive Vice President and Chief Claims Officer
Telephone Number: 603-656-2486
Email: Robert_Sampson@TRG.com

If to NCC:
D'Amato & Lynch, LLP
225 Liberty Street
New York, NY 10281
Attn: Robert D. Lang
Telephone Number: (212) 909-2088
Email: RDLang@damato-lynch.com

B. Time of Essence

Time is of the essence with regard to this Engagement Agreement.

C. Insurance

NCC agrees to maintain Errors and Omissions coverage throughout the term of this Engagement Agreement. The limits of the Errors and Omissions coverage shall be in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence, and shall be issued by an insurance carrier rated no less than A- by A.M. Best Company. NCC will provide RiverStone with certificates of insurance which reflect NCC's required limits of liability.

D. Indemnification

RiverStone agrees to indemnify, defend and hold harmless NCC (including its officers, directors, employees and affiliates) from and against any and all liability, including third-party claims, arising out of RiverStone's breach of this Engagement Agreement, provided that NCC provides RiverStone with timely notification of its demand for defense and indemnification. In no event shall NCC seek indemnification or defense from RiverStone for any liability arising from actions taken by NCC or its designees, agents, representatives, employees or any other person acting at the direction of NCC in connection with this Engagement Agreement or NCC's defense of the Claims. Without limitation on the foregoing and for the avoidance of doubt, RiverStone will not indemnify or defend NCC in any demand against NCC.

NCC agrees to indemnify, defend and hold harmless Carrier, RiverStone and each of their respective officers, directors, employees, agents, TPAs and affiliates, from and against any and all liability, including third-party claims, arising out of NCC's breach of this Engagement Agreement, provided that RiverStone (or its agent or affiliate) provides NCC with timely notification of its demand for defense and indemnification. In no event shall RiverStone seek indemnification or defense from NCC for any liability arising from actions taken by RiverStone or any of its designees, agents, representatives, employees or any other person acting at the direction of RiverStone, except for NCC or persons acting at NCC's behest (including local counsel, experts and others hired by NCC in connection with this Engagement Agreement) in connection with this Engagement Agreement.

E. Entire Agreement

This Engagement Agreement is the entire agreement among the parties with respect to the Engagement, supersedes any prior agreement, and may be amended only by writing signed and delivered by all parties.

F. Law Governing and Dispute Resolution

This Engagement Agreement is governed by and is to be construed in accordance with the laws of California without regard to its conflict of laws doctrines. If any dispute arises between

RiverStone and NCC with respect to this Engagement Agreement which the parties are unable to resolve by negotiation within fifteen (15) days of written notice by any party to the others, the parties agree that the dispute will be submitted to mediation in California before a professional mediator. If the dispute is not resolved within thirty (30) days after submission to mediation, any party may submit the matter for final binding resolution by arbitration. The arbitration shall be confidential and shall be conducted in accordance with the then effective Commercial Rules of the American Arbitration Association. Any decision by the Arbitrator is binding and can be entered into any court having jurisdiction. The arbitrator has no authority to amend this Engagement Agreement.

G. Severance

If any provision of this Engagement Agreement is deemed unenforceable or illegal, that provision is severed and the balance of this Engagement Agreement remains in full force and effect.

H. No Employee-Employer Relationship

This Engagement Agreement is not intended to create an employee-employer relationship between NCC and RiverStone or any other person.

I. No Attorney Client Relationship

This Engagement Agreement is not intended to create an attorney-client relationship between NCC and RiverStone, or any other party other than the tripartite relationship recognized by the courts in certain states, including California. The only attorney-client relationship intended to be created is between NCC and Insureds whom NCC will defend pursuant to this Engagement Agreement. It is also not intended to form a partnership for the practice of law, any other type of partnership, or the sharing of legal fees. Nothing in this Engagement Agreement permits RiverStone to interfere with NCC's professional judgment or with the attorney-client relationship that NCC has with its clients pursuant to this Engagement Agreement or otherwise. Nothing contained herein shall obligate NCC to reveal privileged information concerning its clients.

J. Negotiated Fees

The attorneys' fees for NCC pursuant to this Agreement are not set by law and were negotiated between the parties to this Engagement Agreement.

K. Contract Voidable Upon Insolvency

This Engagement Agreement is void at the election of the other parties if any party to this Engagement Agreement files bankruptcy or falls under control of a trustee or receiver or is otherwise declared insolvent or makes an assignment for the benefit of creditors.

L. Assignment

RiverStone may appoint a TPA to operate at RiverStone's discretion.

RiverStone, at its sole discretion, can assign this Agreement to an affiliate of Carrier at any time. In either case, NCC will agree to amend this Engagement Agreement to effect the assignment by RiverStone.

Neither this Engagement Agreement nor any rights or responsibilities herein can be assigned by

NCC (including by consolidation, merger or otherwise) without the prior express written consent of RiverStone.

M. No Oral Modification

This Engagement Agreement cannot be modified or amended unless there is a writing which is executed by all parties.

N. No Waiver

The fact that a party has accepted performance other than that which strictly conforms to the terms of this Engagement Agreement, permitted a deviation or did not declare a default in one instance does not operate as a waiver of such term or condition or release the other party from the obligation to perform such terms under this Engagement Agreement. Such a waiver shall not constitute a course of conduct or act as a waiver to a subsequent deviation, breach or default.

O. No Third Party Rights

This Engagement Agreement is not to be construed as creating any rights in any third parties, and no third party beneficiaries are intended.

P. Audit

RiverStone or its TPA shall have the right to audit all files of NCC involving Claims upon thirty (30) days' notice.

Q. Interpretation

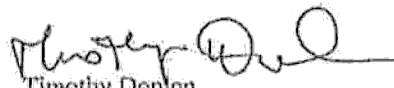
This Engagement Agreement has been negotiated at arm's length and between and among parties that are sophisticated and knowledgeable in the matters dealt with in this Engagement Agreement. In addition, this Engagement Agreement was drafted by experienced and knowledgeable legal counsel for each of the parties. Accordingly, none of the parties shall be presumptively entitled to have any provisions of the Engagement Agreement construed against any of the other parties in accordance with any rule of law, legal decision, or doctrine, such as the doctrine of *contra proferentem*, which would require interpretation of any ambiguities in this Engagement Agreement against the party that has drafted it. The provisions of this Engagement Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties and this Engagement Agreement.

R. Survival

The following Sections set forth in this Agreement shall survive any termination of this Agreement: I (Definitions), VII: (A) (Notices), (D) (Indemnification), (E) (Entire Agreement), (F) (Law Governing and Dispute Resolution), (G) (Severance), (H) (No Employee-Employer Relationship), (I) (No Attorney Client Relationship), (J) through (O), and (Q) (Interpretation).

We look forward to working together.


Sincerely,


Timothy Donlon
Vice President of Claims

This NCC Engagement is accepted and agreed:

D'Amato & Lynch, LLP

Signed:



Partner

Date:

August 15, 2019